REMARKS

Applicant respectfully requests reconsideration of the present application in view of the reasons that follow. Claims 1-38 are currently pending in this application.

1. Claim Rejections – 35 U.S.C. § 102(e)

Claims 1-38 were rejected under 35 U.S.C. § 102(e) as being anticipated by Nelson ("Nelson," Published U.S. Patent Application US 2004/0030649). Applicants respectfully traverse the rejection. Specifically, the Applicant's submit that Nelson is unavailable as a prior art reference against the claims of the present application under 35 U.S.C. § 102(e).

Applicant has submitted herewith a declaration under 37 C.F.R. § 1.131 to remove Nelson as prior art. The United States filing date of Nelson is May 1, 2003 and the priority date of Nelson is May, 6, 2002 based on provisional application serial no. 60/380,100. The declaration and accompanying document demonstrate that the subject matter of claims 1-38 was in the possession of the inventors before May 6, 2002. More specifically, the declaration and accompanying document show that the subject matter of claims 1-38 was fully conceived and actually reduced to practice prior to May 6, 2002.

a. The subject matter of Independent claims 1, 7, 19, 26, 34, 36 and 38 is disclosed in Exhibit A

Exhibit A, page 6, section 3.2, titled "Delivery Integration with DU and Pricing" recites "[s]ellers will also be notified when/if the date that is being delivered does not match the data that was used for underwriting." Exhibit A, page 8, section 3.2.1.2, titled "DU Loan – Underwriting and Data Compare" recites "[t]he Delivery application will notify a seller when the loan data being delivered differs from the data that was underwritten in DU." In addition, Exhibit A, page 8, section 3.2.1.2.1 titled "DU/Delivery Data Editing" recites "[d]elivery loan data and DU underwriting data will be compared at the time of Delivery."

b.   The subject matter of Independent claims 13, 16 and 37 is disclosed in Exhibit A

Exhibit A, page 6, section 3.2, titled "Delivery Integration with DU and Pricing" recites "[s]ellers will also be notified when/if the date that is being delivered does not match the data that was used for underwriting. Specifically, sellers will be notified when the underwriting decision has changed and there is an impact to the price or fees Fannie Mae will charge them." Exhibit A, page 8, section 3.2.1.2, titled "DU Loan – Underwriting and Data Compare" recites "[t]he Delivery application will notify a seller when the loan data being delivered differs from the data that was underwritten in DU" and "[i]n addition, this edit will proactively notify sellers when they may encounter a price adjustment." Exhibit A, page 8, · section 3.2.1.2.1 titled "DU/Delivery Data Editing" recites " [d]elivery loan data and DU underwriting data will be compared at the time of Delivery" and "[i]f . . . data does not match. . ., the loan will be sent to a DU underwriting engine to be re-underwritten." In addition, in Exhibit A, page 9, a table indicates that if the underwriting decision has changed because of a difference between the delivery data and the underwriting data, a new price is provided.

c.   The subject matter of Dependent Claims 2, 8, 20, and 33 is disclosed in Exhibit A

Exhibit A, page 8, section 3.2.1.2.1, titled "DU/Delivery Data Editing" recites "[the] Delivery application will notify a seller when the loan data being delivered differs from the data that was underwritten in DU. This purpose of this new edit is to warn a seller when certain data between Delivery and the DU underwriting file do not match." Exhibit A, page 8, section 3.2.1.2.1, titled "DU/Delivery Data Editing" recites "[d]elivery loan data and DU underwriting data will be compared at the time of Delivery. Specifically, this compare will occur at the time the Delivery edits are run." In addition, Exhibit A, page 18, section 4.2.6 recites "[t]he seller and Fannie Mae users will have a real-time view and updates to the data in order to resolve data errors before the loan(s) is purchased or securitized."

d. **The subject matter of Dependent Claims 3, 9, 21, 32 and 35 is disclosed in Exhibit A**

Exhibit A, page 6, section 3.2, titled "Delivery Integration with DU and Pricing" recites "[s]ellers will be notified when/if the data that is being delivered does not match the data that was used for underwriting." In addition, Exhibit A, page 8, section 3.2.1.2, titled "DU Loan – Underwriting and Data Compare" recites "[t]he Delivery application will notify a seller when the loan data being delivered differs from the data that was underwritten in DU."

e. **The subject matter of Dependent Claims 4, 10, 22 and 30 is disclosed in Exhibit A**

Exhibit A, page 8, section 3.2.1.2, titled "DU Loan – Underwriting and Data Compare" recites "[i]f there is a difference in the data, the loan will be re-underwritten in DU." In addition, Exhibit A, page 8, section 3.2.1.2.1, titled "DU/Delivery Data Editing" recites "[i]f a loan was previously underwritten in DU and the seller is Delivering a loan where the critical underwriting/pricing data does not match. . . , the loan will be sent to a DU underwriting engine to be re-underwritten."

f. **The subject matter of Dependent Claims 5, 6, 11, 12, 23, 24, 28, 29 and 31 is disclosed in Exhibit A**

Exhibit A, page 6, section 3.2, titled "Delivery Integration with DU and Pricing" recites "[s]pecifically, sellers will be notified when the underwriting decision has changed and there is an impact to the price or fees Fannie Mae will charge them. Sellers will also be shown the 'all in' price of a loan before the actual purchase or pooling has taken place. This 'all in' price will itemize the key components of a price." Exhibit A, page 9, section 3.2.1.2.1, titled "DU/Delivery Data Editing" includes a table that indicates that if the underwriting decision has changed because of a difference between the delivery data and the underwriting data, a new price is provided. The table recites "[t]he data submitted at Delivery has caused a change in the underwriting decision which will impact. . . . Pricing" and "[t]he data submitted at Delivery has impacted the price of the loan." In addition, Exhibit A, page

10, section 3.2.2.1, titled "Components of 'All In' Price" recites components of the "all in" price that may be provided to the seller.

g.   **The subject matter of Dependent Claims 14 and 17 are disclosed in Exhibit A**

Exhibit A, page 8, section 3.2.1.2.1, titled "DU/Delivery Data Editing" recites "[t]he Delivery application will notify a seller when the loan data being delivered differs from the data that was underwritten in DU. This purpose of this new edit is to warn a seller when certain data between Delivery and the DU underwriting file do not match." In addition, Exhibit A, page 8, section 3.2.1.2.1, titled "DU/Delivery Data Editing" recites "[i]f a loan was previously underwritten in DU and the seller is Delivering a loan where the critical underwriting/pricing data does not match. . . , the loan will be sent to a DU underwriting engine to be re-underwritten."

h.   **The subject matter of Dependent Claims 15 and 18 is disclosed in Exhibit A**

Exhibit A, page 6, section 3.2, titled "Delivery Integration with DU and Pricing" recites "[s]pecifically, sellers will be notified when the underwriting decision has changed and there is an impact to the price or fees Fannie Mae will charge them. Sellers will also be shown the 'all in' price of a loan before the actual purchase or pooling has taken place. This 'all in' price will itemize the key components of a price." Exhibit A, page 8, section 3.2.1.2, titled "DU Loan – Underwriting and Data Compare" recites "[i]f there is a difference in the data, the loan will be re-underwritten in DU." Exhibit A, page 8, section 3.2.1.2.1, titled "DU/Delivery Data Editing" recites "[i]f a loan was previously underwritten in DU and the seller is Delivering a loan where the critical underwriting/pricing data does not match. . . , the loan will be sent to a DU underwriting engine to be re-underwritten." In addition, Exhibit A, page 9, section 3.2.1.2.1, titled "DU/Delivery Data Editing" includes a table that indicates that if the underwriting decision has changed because of a difference between the delivery data and the underwriting data, a new price is provided.

i. The subject matter of Dependent Claims 25 and 27 is disclosed in Exhibit A

Exhibit A, page 8, section 3.2.1.2.1, titled "DU/Delivery Data Editing" recites "[t]he DU/Delivery data compare will be done for all loans regardless of loan type" and "[t]he seller will be required to supply a valid DU Case ID. If the DU Case ID is valid, the system will automatically retrieve the underwriting data from DU and perform the comparison."

It is respectfully submitted that the rejection under 35 U.S.C. § 102(e) cannot be maintained, because Nelson may not be used as prior art against the claims of the present application based on the attached declaration under 37 C.F.R. § 1.131 and the supporting document submitted herewith.

2. Conclusion

Applicant believes that the present application is now in condition for allowance. Favorable reconsideration of the application is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 06-1447.

Respectfully submitted,

Date _____11/16/04_____   By _____Jean M. Tibbetts_____

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